

NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)

REQUISITION OR OTHER PURCHASE AUTHORITY

CONTRACT/TASK ORDER NO.

55-001-03

25X1

NAME

ISSUING OFFICE

ADDRESS

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CONTRACTOR

CONTRACT FOR
Design and Fabrication of a Monocular
Depth Alignment Device

AMOUNT

25X1

APPROPRIATION AND OTHER ADMINISTRATIVE DATA
Defense Order rating (D-3)
Certified under FMS regulation No. 1

25X1

Declass Review by NGA.

Certification of the assigned DO rating
on this contract shall be as follows:
U.S. Government Classified Contract No.

Use of this DO rating is mandatory on
all subcontracts and purchase orders
over

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This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made.

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an ☐ Individual, ☐ Partnership, ☐ Corporation, incorporated in the State of _____, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

The Contractor represents (a) that it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder ☐ will, ☐ will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this contract as of 11 March 1960

(I names under all signatures)

THE UNITED STATES OF AMERICA

BY

TITLE

BY

CONTRACTING OFFICER

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WITNESSES (In case of corporation, witnesses not required, but certificate on the reverse must be completed.)

NOTICE

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

CONFIDENTIAL

(When Filled In)

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SECURITY NOTE

This contract and correspondence relating thereto must be handled in strict accordance with classified handling and storage instructions furnished the contractor under separate cover by the procuring activity.

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am the _____
_____ of the corporation named as Contractor herein; that
_____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(SIGNATURE) (Corporate Seal)

CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES

The Contractor represents: (a) that he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 41, Secs. 101-11.6 and 101-11.7(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

TERMS AND CONDITIONS

1. SELLER'S INVOICES -- Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, Order number (if any), Item number; contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

2. LABOR INFORMATION -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington 25, D. C.

3. DISCOUNTS: In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.

4. SAMPLES: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.

5. GOVERNMENT-FURNISHED PROPERTY -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

6. AGENTS -- Contracts signed by an agent must be accompanied by evidence of his authority.

7. ALTERATIONS -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.

8. MISTAKES -- Contractors are expected to examine the drawings, specifications, circulars, schedule and all instructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

(SCHEDULE)

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SCOPE OF WORK:

The Contractor shall furnish the necessary personnel, facilities, material and equipment to Design and Fabricate a Rapid Alignment Device (RapidAD) for Microstereoscopic in accordance with the Contractor's Letter Proposal entitled, "Rapid Alignment Device for Microstereoscope" dated 26 October 1961 and Technical Proposal No. WDR-432 attached thereto, and the Sponsor's Specifications entitled, "Technical Requirements and Performance Specifications for [REDACTED] Rapid Alignment Device for Microstereoscope" dated 1 February 1961, all of which are incorporated herein by reference and made a part hereof.

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In the event of any inconsistency between the Contractor's Proposal and the Government's Specifications, the Specifications shall prevail except as modified immediately below:

Paragraph 3 Requirements3.1 General Configuration

3.1.1 Overall dimension of the device shall be kept within the limits of 7 inches wide, 4 1/2 inches high and 4 inches deep.

3.2 Optical System3.2.1 Quality

3.2.1.1 The device shall not reduce the resolution of the instrument with which it is used by more than 20%.

3.3.1 Construction3.3.2 Optical

3.3.2.1 Where reflective optics are incorporated within the system, they shall be mounted with sufficient rigidity to maintain alignment and withstand the repeated jarring resulting from removal of the device from the anamorphics and storage on convenient nearby surfaces. Alignment of the reflective optics shall be made as simple and easy as is practical. Care should be taken to prevent loss of resolution due to vibration in the mirror system.

DELIVERABLE ITEMS:

- | | | | |
|----|---|---|------|
| 1. | Rapid Alignment Device (RapidAD) | 1 | Each |
| 2. | Carrying and/or Storage Case for Item No. 1 | 1 | Each |
| 3. | Special Tools, fixtures, or instruments necessary for alignment and/or subsequent operation of Item No. 1 | 1 | Lot |
| 4. | Engineering Design Package to include: | | |
| | (a) Set of Reproducible Engineering Drawings | 1 | Each |
| | (b) Set of Engineering Design Sketches | 1 | Each |
| | (c) Engineering Notes/Data sufficient for an understanding of the design, assembly, installation, and operation of Item No. 1 | 1 | Each |

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| <p>5. Operator's Instruction Manual 1 Each</p> <p>6. Maintenance Manual 1 Each</p> <p>7. Final Acceptance and Test Plan as mutually agreed upon by the parties hereto 1 Each</p> | 25X1 |
| <p>DELIVERY PLAN:</p> <p>Item Nos. 1 and 2 and 3 shall be delivered to the Contracting Officer's Technical Representative at the Contractor's plant for shipping purposes only. The Contractor shall secure an executed Receiving Document from the Technical Representative.</p> <p>It is understood and agreed by the parties hereto that a Preliminary Inspection and Acceptance Test will be performed at the Contractor's Plant.</p> <p>Final Test and Acceptance shall take place at the Sponsor's facility.</p> <p>Item Nos. 4 through 7 shall be delivered, postage prepaid, to the following address:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 200px;"> <p>Post Office Box 8131 Southwest Station Washington, D. C. 20024</p> </div> <p>Item Nos. 5, 6, and 7 shall be presented to the Contracting Officer's Technical Representative forty-five (45) days prior to contract completion for his review and approval.</p> <p>PERIOD OF PERFORMANCE:</p> <p>The performance period for this Contract shall be 11 March through 11 July 1964.</p> <p>CONSIDERATION:</p> <p>As consideration for the satisfactory performance of the work outlined hereinabove, the Contractor shall receive the sum of </p> <p>GOVERNMENT FURNISHED EQUIPMENT/PROPERTY:</p> <p>The Sponsor shall furnish the Contractor within thirty (30) days subsequent to the initiation of work hereunder the following equipment:</p> <p style="text-align: center;">Microstereoscope 1 Each</p> <p>The Contractor shall be accountable for the above item during the performance of this Contract. The item is to be returned to the Sponsor at the completion of the work hereunder.</p> <p>NAME OF CONTRACTOR</p> <div style="border: 1px solid black; height: 20px; width: 600px; margin-top: 5px;"></div> | |

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STATEMENT OF COSTS:

The Contractor shall furnish the Contracting Officer with a certified detailed statement of the applicable costs experienced by the Contractor in performance of the subject Contract.

The Government shall be provided with access to the Contractor's records to the extent necessary to review the applicable costs experienced by the Contractor in performance of this Contract.

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SECURITY

The association of the Sponsor with this contract is classified **CONFIDENTIAL**.
The work to be performed under this contract is **UNCLASSIFIED**.

The association of the sponsor with the work being produced under this Contract is classified **CONFIDENTIAL**. This classified information and any other classified information which may be specified above, will be divulged only on a need-to-know basis and then only to those who have been authorized in writing by the sponsor to have access to classified information. Correspondence originated by you which contains the name and address of the Contracting Officer shall be stamped with the classification of **CONFIDENTIAL**, unless such correspondence contains data of a higher classification in which case it shall bear the same classification as such data.

In the event any question may arise during the preliminary phases of the work and/or research concerning the security of the technical aspects i.e., security classification of various component parts and/or related reports connected thereto, the Technical Representative of the Contracting Officer is authorized to furnish security guidance during this interim period. This is only to be considered an authorized expedient and efficient means of resolving technical security problems by the Technical Representative of the Contracting Officer on the spot and is not to be construed as a waiver of the Contractor's responsibility to request formal written notification and/or authorization from the Contracting Officer prior to effecting any changes in over-all security classification of the contract, or item and/or reports being developed thereunder or the Contractor's Security Requirements, as agreed.

REPORTS

a) Technical

A final report, manuals, drawings and similar data as may be required under this contract, shall be submitted at such time and in such format as may be specified by the Technical Representative of the Contracting Officer or as may be otherwise set forth in this Schedule. In addition, Technical Progress Reports should be prepared in the manner normally practiced by you and submitted directly to the Contracting Officer's Technical Representative in accordance with the Representative's instructions. A copy of the Technical Progress Report should be mailed directly to the Contracting Officer.

b) Contract Status

(Applicable if contract is CPFF of [] and over and/or is for a period of six (6) months or more and all Incentive contracts.)

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The Contractor agrees to report to the Contracting Officer at the end of each month the percentage of total performance of the Contract completed and the percentage of total estimated or target cost expended as of the end of that month. Contractor shall send a copy of the report to the Technical Representative of the Contracting Officer. When this report indicates a plus or minus deviation of 15 percent from the original projection the Contractor shall recite reasons therefore. Failure to submit this report will result in delay in payment of invoices.

NAME OF CONTRACTOR

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